

1-07.17(14) Federal Highway Administration Utility Requirements

This Section is intentionally omitted.

1-07.18 Public Liability and Property Damage Insurance

The Design-Builder shall procure and maintain insurance as specified in Section 1-07.18. The insurance provided hereunder shall be available for the benefit of the Indemnified Parties and the Design-Builder with respect to covered claims, but shall not be interpreted to relieve the Design-Builder of any obligations hereunder. Unless otherwise specified in the Contract, all insurance required hereunder shall be procured from insurance or indemnity companies with an A.M. Best and Company rating level of A- or better, Class VIII or better, or as otherwise approved by WSDOT and with companies or through sources approved by the State Insurance Commissioner pursuant to Chapter 48.05 RCW. If an insurer is not an admitted carrier (unauthorized insurer), the insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC. Unless otherwise indicated below, the policies shall be kept in force from the execution date of the Contract until the date of Final Acceptance, as determined pursuant to Section 1-05.12.

1-07.18(1) Minimum Insurance Requirements

1-07.18(1).1 Workers' Compensation

The Design-Builder and each Related Entity shall provide industrial insurance and medical aid as required under Title 51 RCW. The Design-Builder shall also provide coverage for claims asserted under the Longshore and Harbor Workers Compensation Act (LHWCA) and the Jones Act, as required. The Design-Builder shall maintain such insurance through the expiration of the Warranty periods described in Section 1-05.16. The Design-Builder shall be the named insured on these policies. A Design-Builder who is self-insured under Title 51 RCW shall also provide an endorsement extending coverage to all State operations on an "if any" basis.

To the extent not provided under a Design-Builder's multi-state workers' compensation policy, the Design-Builder shall also provide "stop-gap" liability insurance under its commercial general liability (for bodily injury or disease) with minimum limits of \$1,000,000 per accident for bodily injury by accident, \$1,000,000 per employee for bodily injury by disease, and \$1,000,000 aggregate limit for bodily injury by disease. Should the Design Builder maintain, at any time during the period of the project, coverage limits in excess of those required herein, then those additional coverage limits shall also apply to WSDOT and the Indemnified Parties. This includes, at a minimum to, any coverage limits provided under any risk financing program of any description, and whether such limits are primary, excess, contingent or otherwise.

1-07.18(1).2 Commercial General Liability

The Design-Builder shall provide commercial general liability coverage (CGL), on a primary basis, for bodily injury, property damage, personal injury, and advertising injury liability written on an occurrence form that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form CG 00 01

12 04. The Design-Builder shall maintain such insurance through the Physical Completion Date, and during any Warranty Work.

The commercial general liability insurance shall include, at a minimum, coverage for liability arising out of: (i) fire legal liability in an amount not less than ***\$1\$***; (ii) blanket contractual; (iii) independent contractors; (iv) premises operations; (v) products and completed operations for a minimum of 3 years following Completion; and (vi) the acts, errors, and omissions in the rendering or failure to render professional services under the Contract Documents or in the performance of the Work. This coverage shall have an annual minimum limit of ***\$2\$*** per occurrence, ***\$3\$*** general annual aggregate, and ***\$4\$*** products/completed operations aggregate. If commercial general liability insurance with a general aggregate limit and products and completed operations aggregate limit is used, then both the general liability and products/completed operations aggregate limits shall apply separately and exclusively to the Project, or the Design-Builder may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Design-Builder. Should the Design Builder maintain, at any time during the period of the Project, coverage limits in excess of those required herein, then those additional coverage limits shall also apply to WSDOT and the Indemnified Parties. This includes, at a minimum, any coverage limits provided under any risk financing program of any description, and whether such limits are primary, excess, contingent or otherwise.

The Design-Builder shall be the named insured. Each of the Indemnified Parties shall also be added to the CGL as either (a) named insured or (b) additional insureds with respect to liability arising out of the Project or any acts, errors, or omissions of any Related Entity, whether occurring on or off of the Site. If the State is added to this policy as a named insured, then the Design-Builder is not required to obtain the owners and contractors protective (OCP) coverage pursuant to Section 1-07.18(1).11.

1-07.18(1).3 Automobile Liability

The Design-Builder shall provide commercial automobile liability insurance covering the ownership, maintenance, or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Site, including loading and unloading, with limits of not less than ***\$1\$*** per accident, combined single limit for bodily injury and property damage liability. Should the Design Builder maintain, at any time during the period of the PROJECT, coverage limits in excess of those required herein, then those additional coverage limits shall also apply to WSDOT and the Indemnified Parties. This includes, at a minimum, any coverage limits provided under any risk financing program of any description, and whether such limits are primary, excess, contingent or otherwise. The Design-Builder shall maintain such insurance through Completion; provided, however, that such coverage shall be maintained for vehicles used in the performance of Warranty Work until the expiration of the Warranty periods described in Section 1-05.16. Coverage shall be provided on Insurance Services Office form number CA 0001 or an equivalent and shall include endorsement CA 9948 (in transit pollution risks coverage). The Design-Builder shall be the named insured and the Indemnified Parties shall be additional insureds with respect to liability arising out of

the Project or any acts, errors, or omissions of any Related Entity. The required limits can be satisfied by a combination of a primary policy and an excess policy.

1-07.18(1).4 Pollution/Environmental Liability

The Design-Builder shall provide pollution/environmental liability coverage, on an occurrence or claims made basis, with annual limits of not less than ***\$1\$*** per claim and in the aggregate, including liability arising out of transportation and non-owned disposal sites. The policy shall include as named insureds the State, the Design-Builder and any Related Entity of any tier performing Work for which such coverage is appropriate. Should the Design Builder maintain, at any time during the period of the Project, coverage limits in excess of those required herein, then those additional coverage limits shall also apply to WSDOT and the Indemnified Parties. This includes, at a minimum, any coverage limits provided under any risk financing program of any description, and whether such limits are primary, excess, contingent or otherwise. The remaining Indemnified Parties shall be additional insureds with respect to liability arising out of the Project or any acts, errors or omissions of any Related Entity, whether occurring on or off the Site:

The policy shall have a 5-year extended reporting period and cover claims made on and prior to Final Acceptance and claims made after Final Acceptance, but within the extended reporting period. The required limits can be satisfied by a combination of a primary policy and an excess policy.

1-07.18(1).5 Excess Liability

Design-Builder shall provide excess liability insurance with annual limits not less than ***\$1\$*** which will provide coverage at least as broad as the primary coverages set forth herein, including Workers' Compensation, Commercial General Liability, Automobile Liability, and Aircraft Liability, in excess of the amounts set forth in Sections 1-07.18(1).1 (for Jones Act and LHWCA liability), 1-07.18(1).2, 1-07.18(1).3, 1-07.18(1).8, and 1-07.18(1).9, respectively. Should the Design Builder maintain, at any time during the period of the Project, coverage limits in excess of those required herein, then those additional coverage limits shall also apply to WSDOT and the Indemnified Parties. This includes, at a minimum, any coverage limits provided under any risk financing program of any description, and whether such limits are primary, excess, contingent or otherwise. The Indemnified Parties shall be additional insureds with respect to liability arising out of the Project or any acts, errors or omissions of any Related Entity, whether occurring on or off the Site to the extent that they are not named on any of the foregoing policies as named insureds.

1-07.18(1).6 Professional Liability

The Design-Builder shall provide, or cause to provide, professional liability coverage for all design consultants and Subconsultants of any tier with limits not less than ***\$1\$*** per claim and aggregate. The professional liability coverage shall protect against any negligent act, error, or omission arising out of design or engineering activities with respect to the Project. The policy shall have a retroactive date no later than the date on which the RFP was issued and shall remain in place through Final Acceptance. The

policy shall have an extended reporting period of not less than 6 years after Final Acceptance. This policy may be excess over coverage for claims, which may also be covered pursuant to the commercial general liability policy required in Section 1-07.18. Should the Design Builder maintain, at any time during the period of the Project, coverage limits in excess of those required herein, then those additional coverage limits shall also apply to WSDOT and the Indemnified Parties. This includes, at a minimum, any coverage limits provided under any risk financing program of any description, and whether such limits are primary, excess, contingent or otherwise. The coverage shall also include an indemnity endorsement to provide coverage for the Indemnified Parties for liability arising out of the activities or any act, error, or omission of any Related Entity providing professional services hereunder.

Should corporate practice policies be utilized to satisfy this requirement, all coverage limits under such practice policies shall apply for liability arising out of the Project.

1-07.18(1).7 Builder's Risk

The Design-Builder shall procure and maintain builder's risk insurance for the Project as specified below. The policy shall be written by insurers authorized to conduct business in the State with a minimum A.M. Best's Rating of A-, Class X. The insureds shall be the Design-Builder, any Related Entity (excluding those solely responsible for design Work), WSDOT and the Indemnified Parties, as their interests may appear. The insurance shall be maintained until the date of Final Acceptance; provided that the Design-Builder shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to WSDOT.

a. Minimum Scope

The policy shall be a blanket builder's risk insurance policy on an "all risk" basis for the entire Project including: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against damage or loss caused by earth movement, flood, fire, accidental breakdown of machinery, theft, vandalism and malicious mischief; (3) coverage for removal of debris, (4) coverage for buildings, structures, machinery, equipment, facilities, fixtures and all other properties constituting a part of the Project; (5) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (6) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to WSDOT.

In satisfaction of the requirements of subsection (5) above concerning "ocean marine coverage", the Design-Builder may obtain separate ocean marine insurance on an "All Risk" basis known as "Institute Cargo Clauses (A)" including war, riots and strikes, covering all materials and equipment associated with the Work at full replacement value while in transit, shipment and/or moorage until the date of Completion.

b. Minimum Coverage Limits

Coverage shall be for the replacement value thereof for "all risks" of direct physical loss or damage, including earth movement and flood coverage, with a minimum limit of liability equal to the greater of (a) ***\$1\$*** or (b) the probable maximum loss of the Project and the components thereof. Coverage shall include earthquake insurance with sub limits of ***\$2\$*** minimum annual aggregate limit and flood insurance with sub limits of ***\$3\$*** minimum annual aggregate limit. The coverage shall be written without risk of liability of WSDOT for payment and without deduction for depreciation. There shall be no coinsurance penalty provision in any such policy. Deductibles or self-insured retentions shall be no greater than 2 percent of the total value of each insured unit at the time of loss.

1-07.18(1).8 Railroad Protective Liability

The Design-Builder shall provide any coverage as may be required by any railroad as a condition of the railroad's consent for entry onto railroad facilities or property. Said policy shall be effective during the period any Work is being performed across, under, or adjacent to any railroad tracks or any railroad Right of Way.

1-07.18(1).9 Aircraft Liability

The Design-Builder shall provide insurance, with annual limits of not less than ***\$1\$*** per occurrence, in all cases where any aircraft is used on the Project that is owned, leased, or chartered by any Related Entity, protecting against claims for damages resulting from such use. Should the Design Builder maintain, at any time during the period of the Project, coverage limits in excess of those required herein, then those additional coverage limits shall also apply to WSDOT and the Indemnified Parties. This includes, at a minimum, any coverage limits provided under any risk financing program of any description, and whether such limits are primary, excess, contingent or otherwise. Any aircraft intended for use in performance of the Work, the aircraft crew, flight path, and altitude, including landing of any aircraft on the Site or on any property owned by the State shall be subject to review and written acceptance by WSDOT prior to occurrence of any such usage. If any aircraft are leased or chartered with crew and/or pilot, evidence of non-owned aircraft liability insurance will be acceptable but must be provided prior to use of the aircraft. The Indemnified Parties shall be additional insureds with respect to liability arising out of the Project or any acts, errors, or omissions of any Related Entity, whether occurring on or off the Site.

1-07.18(1).10 Marine Liability

The Design-Builder shall provide marine protection and indemnity (P&I) insurance for all liabilities arising out of the operation of a watercraft or vessel used on the Project that is owned, leased or chartered by the Design-Builder or any Related Entity. The policy shall include, among other things, coverage for bodily injury, illness and/or loss of life to any Person or crew member (including any and all claims arising pursuant to the Jones Act and LHWCA and claims for maintenance and cure), damage to cargo while loading, carrying or unloading cargo, damage to piers and docks, pollution liability, charterer's liability, and removal of wreckage as required by law. Such coverage shall have primary limits of not less than ***\$1\$*** per occurrence, and excess limits of not less than ***\$2\$*** shall be required in all cases where any watercraft or vessel is used on the

Project that is owned, leased, or chartered by any Related Entity. Should the Design Builder maintain, at any time during the period of the Project, coverage limits in excess of those required herein, then those additional coverage limits shall also apply to WSDOT and the Indemnified Parties. This includes, at a minimum, any coverage limits provided under any risk financing program of any description, and whether such limits are primary, excess, contingent or otherwise. If any watercraft or vessels are leased or chartered with crew, evidence of non-owned watercraft liability insurance complying with the requirements of this Section will be acceptable but must be provided to WSDOT prior to use of the watercraft or vessel. The Indemnified Parties shall be additional insureds with respect to liability arising out of the Project or any acts, errors or omissions of any Related Entity, whether occurring on or off the Site.

1-07.18(1).11 Owners and Contractors Protective Liability Insurance

The Design-Builder shall either include the State as a named insured under the CGL policy required above or provide owners and contractors protective (OCP) liability insurance, with an annual minimum limit of ***\$1\$\$\$*** per occurrence, ***\$2\$\$\$*** general annual aggregate, providing bodily injury and property damage liability coverage until the Final Acceptance date, as determined pursuant to Section 1-05.12, under Insurance Services Office form CG 0009, together with WSDOT Amendatory Endorsement No. CG 29 08, specifying the State as named insured.

1-07.18(2) General Insurance Requirements

1-07.18(2).1 Premiums and Deductibles

WSDOT and the Design-Builder Owners and Contractors Protective Insurance policy shall not be subject to a deductible or contain provisions for a deductible. The remaining liability insurance policies may, at the discretion of the Design-Builder, contain such provisions. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the Design-Builder, notwithstanding any claim of liability against the WSDOT. However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.

1-07.18(2).2 Verification of Coverage

The Design-Builder shall file with WSDOT, Contract Payment Section, P.O. Box 47420, Olympia, WA 98504-7420, certified copies of all policies required hereunder evidencing the minimum insurance coverages required to be provided, at least 10 Calendar Days prior to Contract execution. WSDOT shall have no duty to pay or perform under the Contract Documents until such policies, in compliance with all requirements of Section 1-07.18, have been provided. By accepting the policies as required hereunder, WSDOT does not acknowledge or represent that the insurance requirements of Section 1-07.18 have been satisfied. WSDOT expressly reserves all rights against the Design-Builder to assert claims for breach of the terms and conditions of Section 1-07.18 at any time in the future. The Design-Builder shall promptly deliver to WSDOT a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such certificates shall be delivered to WSDOT not less than 45 Calendar Days prior to the expiration date of any

policy and bear a notation evidencing payment of the premium therefore. If requested by WSDOT from time to time, certified duplicate copies of any renewal policy shall also be provided.

1-07.18(2).3 Subcontractor Insurance Requirements

The Design-Builder shall require each Subcontractor to provide and maintain insurance that complies with the requirements for the Design-Builder-provided insurance set forth in Section 1-07.18 in circumstances where the Subcontractor is not covered by the Design-Builder-provided insurance; provided that the Design-Builder shall have sole responsibility for determining the limits of coverage required to be obtained by the Subcontractors (if any), which determination shall be made in accordance with reasonable and prudent business practices. The Design-Builder shall cause each such Subcontractor to include each of the Indemnified Parties as additional insureds under such Subcontractors' insurance policies obtained pursuant to Sections 1-07.18(1).2, 1-07.18(1).3, 1-07.18(1).4, 1-07.18(1).5, 1-07.18(1).8, 1-07.18(1).9, and 1-07.18(1).10 above. The Design-Builder shall require each such Subcontractor to require that its insurer agree to waive any subrogation rights the insurers may have against the Indemnified Parties. If requested by WSDOT, the Design-Builder shall promptly provide certificates of insurance evidencing coverage for each Subcontractor. WSDOT shall have the right to contact the Subcontractors directly in order to verify the above coverage.

1-07.18(2).4 Endorsements and Waivers

All insurance policies required to be provided by the Design-Builder hereunder shall contain or be endorsed to comply with the following provisions, provided that, for the workers' compensation policy, only subsections (d) and (g) shall be applicable:

- (a) For claims covered by the insurance specified herein, all insurance coverage shall be primary insurance and non-contributory with respect to the named insureds, additional insureds, and their respective members, directors, officers, employees, agents, and consultants, and shall specify that coverage continues notwithstanding the fact that the Design-Builder has left the Site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an Indemnified Party, additional insured, or their members, directors, officers, employees, agents, and consultants shall be in excess of, and shall not contribute with, the insurance required herein.
- (b) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of Warranty, any action or inaction of a named insured or others, any foreclosure relating to the Project, or any change in ownership of all or any portion of the Project shall not affect coverage provided to the other insureds or additional insureds (and their respective members, directors, officers, employees, agents, and consultants).
- (c) All liability insurance to be provided herein shall include a "separation of insureds" clause and shall apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. No policy shall contain any provision or exclusion (including at a minimum a "cross-liability" or similar exclusion) that in effect would prevent, bar, or otherwise preclude any insured or additional insured under the policy from making a claim that

would otherwise be covered by such policy on the grounds that the claim is brought by an insured or additional insured against an insured or additional insured under the policy. The requirements of this subsection do not apply to claims by the Design-Builder against any of its Subcontractors or suppliers or to claims between Subcontractors and/or suppliers.

- (d) Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, modified, or reduced in coverage or in limits except after 45 Calendar Days (10 Calendar Days for non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to WSDOT. Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice.
- (e) All endorsements adding additional insureds to required policies shall be on form CG-20-10 (1985 edition) or an equivalent form and shall contain no limitations or exclusions with respect to "products/completed operations" coverage. The coverage shall be primary and non-contributory with respect to any other insurance maintained by the additional insured. Any insurance or self-insurance that is maintained by an additional insured, or their members, directors, officers, employees, agents, and consultants shall be in excess of, and shall not contribute with, the insurance required herein.
- (f) The automobile liability insurance policy shall be endorsed to include Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) or its equivalent and Form CA 2048.
- (g) Each policy shall provide coverage on an "occurrence" basis and not a "claims made" basis (with the exception of pollution liability, and earth movement policies).
- (h) The commercial general liability insurance policy shall be endorsed to state that coverage for bodily injury to Related Entity employees shall not be excluded.

1-07.18(2).5 Waivers of Subrogation

The Design-Builder waives all rights against the Indemnified Parties, against each of their agents and employees and against Subcontractors and suppliers and their respective members, directors, officers, employees, agents, and consultants for any claims arising out of the performance of Work under this Contract. The Design-Builder shall require all Subcontractors and any Related Entity to provide similar waivers in writing each in favor of the Indemnified Parties. The waivers required in this subsection do not apply to claims between Subcontractors and/or Subconsultants of the Design-Builder or those claims asserted by the Design-Builder against any Subcontractors and/or suppliers. Each policy, including, at a minimum, workers' compensation coverage, but excluding owners and contractors protective liability insurance, shall include a waiver of any right of subrogation against the Indemnified Parties and any other additional insureds (and their respective members, directors, officers, employees, agents, and Consultants).

1-07.18(2).6 Changes in Requirements

WSDOT shall notify the Design-Builder in writing of any changes in the requirements applicable to insurance required to be provided by the Design-Builder. Except as set forth

in Section 1-07.18(2), any additional cost from such change shall be paid by WSDOT and any reduction in cost shall reduce the Contract Price pursuant to a Change Order.

1-07.18(2).7 No Recourse

All costs for insurance shall be considered incidental to and included in the Contract Price and no additional payment will be made by WSDOT unless expressly specified in Section 1-07.18(2).

1-07.18(2).8 Support of Indemnifications

The insurance coverage provided hereunder by the Design-Builder shall support but is not intended to limit the Design-Builder's indemnification obligations under the Contract Documents.

1-07.18(2).9 Commercial Unavailability of Required Coverages

If, through no fault of the Design-Builder, any of the coverages required in Section 1-07.18 (or any of the required terms of such coverages, including policy limits) become unavailable or are available only with commercially unreasonable premiums, WSDOT will consider in good faith alternative insurance packages and programs proposed by the Design-Builder, with the goal of reaching agreement on a package providing coverage equivalent to that specified herein. The Design-Builder must demonstrate to WSDOT's reasonable satisfaction that it has used diligent efforts in the global insurance markets to obtain the required insurance coverages, and shall advise WSDOT of the specific results of those efforts. The Design-Builder shall not be entitled to any increase in the Contract Price for increased costs resulting from the unavailability of coverage and the requirement to provide acceptable alternatives. WSDOT shall be entitled to a reduction in the Contract Price if it agrees to accept alternative policies providing less than equivalent coverage, with the amount to be determined by extrapolation using the insurance quotes included in the Escrowed Proposal Documents escrowed pursuant to Section 1-03.15 (or based on other evidence of insurance premiums as of the Proposal Date if the Escrowed Proposal Documents do not provide adequate information).

1-07.18(3) WSDOT's Right to Remedy Breach by Design-Builder

The Design-Builder shall provide WSDOT with notice of any cancellation of a policy required hereunder, by facsimile transmission and U.S. Mail, within 2 Calendar Days of receipt. Failure on the part of the Design-Builder to maintain the insurance as required hereunder shall constitute a material breach of the Contract, upon which WSDOT may, after giving 5 Calendar Days' notice to the Design-Builder to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to WSDOT on demand, or at the sole discretion of WSDOT, offset against funds due to the Design-Builder from WSDOT.

1-07.18(4) Insurance Proceeds and Prosecution of Claims

Unless otherwise directed by WSDOT in writing, the Design-Builder shall be responsible for reporting and processing all potential claims by WSDOT or the Design-Builder

against the insurance required to be provided under Section 1-07.18. Except as noted otherwise, the Design-Builder shall not be entitled to receive a Change Order for any costs, which it could have recovered from the insurer. The Design-Builder agrees to report timely to the insurer(s) any and all matters, which may give rise to an insurance claim and to promptly and diligently pursue any and all insurance claims on behalf of WSDOT, the Indemnified Parties, and any additional insureds, whether for defense or indemnity or both. WSDOT agrees to promptly notify the Design-Builder of WSDOT's incidents, potential claims, and matters which may give rise to an insurance claim by WSDOT, to tender its defense of the claim to Design-Builder, and to cooperate with the Design-Builder as necessary for the Design-Builder to fulfill its duties hereunder.

1-07.18(5) Claims Relating to Differing Site Conditions

The Design-Builder shall be responsible for reporting and processing all potential insurance claims relating to Differing Site Conditions. The proceeds of all such claims shall be paid directly to WSDOT. The Design-Builder agrees to report timely to the insurer(s) any such matters which may give rise to an insurance claim and to promptly and diligently pursue such claims on behalf of WSDOT. The Design-Builder shall maintain contemporaneous records of all costs incurred by it with respect to the Differing Site Condition pending a determination by the insurance company regarding the claim. WSDOT agrees to cooperate with the Design-Builder as necessary for the Design-Builder to fulfill its duties hereunder.

1-07.18(6) Commencement of Work

The Design-Builder shall not commence Work under this Contract until it has obtained the insurance required under Section 1-07.18, has furnished original policies of insurance evidencing the required coverage as required hereunder, nor shall Design-Builder allow any Subcontractor to commence Work under any Subcontract until the insurance required of the Subcontractor has been obtained and approved by Design-Builder.

1-07.18(7) Disclaimer

The Design-Builder and each Subcontractor shall have the responsibility to make sure that their insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage which they deem advisable, whether or not specified herein. Nothing in this Contract shall be construed as limiting in any way the extent to which the Design-Builder may be held responsible for any claims resulting from its performance of the Work hereunder. The Design-Builder's obligations to procure insurance are separate and independent of its contractual defense and indemnity obligations. The coverage limits set forth in Section 1-07.18 are minimum requirements and WSDOT does not represent that the minimum coverages and limits required hereunder will necessarily be adequate to protect the Design-Builder.

1-07.19 Gratuities

The Design-Builder shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of WSDOT. The Design-Builder shall not rent or purchase any equipment or materials from any employee or officer of WSDOT. Before